

EXHIBIT H



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DELAWARE RESTAURANT HOLDINGS L & SEE DEC
1375 DELAWARE AVE
BUFFALO, NY 14209

March 18, 2020

Re: Q970917919

**IMPORTANT NOTICE TO OUR ULTRAPACK PLUS POLICYHOLDERS
REGARDING COVID-19 - CORONAVIRUS**

Dear Policyholder:

We are sending this Notice in response to a recent directive from the New York Department of Financial Services to provide information regarding business interruption coverage under your UltraPack Plus Property Coverage Part, including certain terms, conditions, limits and exclusions that may be relevant to questions arising out of COVID-19. **This Notice is for information purposes to help you in reviewing your policy. This Notice is not an insurance policy or contract. PLEASE READ YOUR POLICY AND ENDORSEMENTS CAREFULLY.** Your Declarations indicate which of the forms and coverages listed below are applicable to your policy. All coverages are subject to the specific terms, conditions, limits and exclusions contained in your policy and all applicable endorsements. In the case of any conflict between this Notice and the policy including endorsements, the policy language is controlling. Coverage considerations depend on the particular facts and circumstances presented, as well as policy provisions and individual coverages that may be part of your particular policy.

PK0002 ULTRAPACK PLUS COMMERCIAL PROPERTY COVERAGE PART – NEW YORK (Ed. 9/18 and Ed. 1/20).

The Insuring Agreement located in SECTION I, COVERAGES of the UltraPack Plus (“UPP”) policy reads in relevant part:

We will pay for direct physical “loss” of or damage to Covered Property at the premises described in the “Declarations” caused by or resulting from a peril insured against.

SECTION II, PERILS INSURED AGAINST states, in its entirety: **Covered Cause of Loss** - This policy insures against direct physical “loss”, except “loss” as excluded or limited in this policy.

Under the express language of these provisions, coverage will not apply unless there is direct physical “loss” of or damage to Covered Property.

Business Interruption Coverage

Refer to SECTION I of the policy for what constitutes Covered Property under INCOME PROTECTION – COVERAGE 3. **Income Protection** means loss of “income” and/or “rental income” you sustain due to partial or total “interruption of business” resulting directly from “loss” or damage to property on the premises described in the “Declarations” from a peril insured against. **Extra-Expense Coverage** under paragraph B of Coverage 3 also requires a partial or total “interruption of business” resulting directly from “loss” or damage to property on the premises described in the “Declarations” from a peril insured against.

As defined in Section XI of the policy, “Loss” means direct and accidental loss of or damage to covered property. “Interruption of business” means the period of time that your business is partially or totally suspended and it: (1) Begins with the date of direct “loss” to covered property caused by a peril insured against; and (2) Ends on the date when the covered property should be repaired, rebuilt, or replaced with reasonable speed and similar quality.

Income Protection does not apply unless a partial or total “interruption of business” results directly from direct physical “loss” or damage to Covered Property on the premises from a peril insured against. No coverage is provided when the facts and circumstances do not meet these requirements.

Additional Civil Authority Coverage

Additional Civil Authority Coverage under paragraph C of the Income Protection Coverage Section of the policy (SECTION I, Coverage 3) requires that a peril insured against **causes damage to property other than property at the premises described in the “Declarations”**. This coverage relates to actual loss of “income” and/or “rental income” sustained and necessary “extra expense” caused by action of civil authority that prohibits access to the premises described in the “Declarations” **only when both of the following apply:**

- A. Access to the area immediately surrounding the damaged property is prohibited by civil authority **as a result of the damage**, and the premises described in the “Declarations” are within that area but are not more than one mile from the damaged property; and
- B. The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the peril insured against that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

Civil Authority coverage for “income” and/or “rental income” does not begin until 72 hours after the time of the first action of civil authority that prohibits access to the premises described in the “Declarations”. It applies for a period of up to four consecutive weeks from the date on which such coverage began. Civil Authority coverage for “extra expense” begins immediately after the time of the first action of civil authority that prohibits access to the premises described in the “Declarations” and ends four consecutive weeks after the date of that action; or when your Civil Authority coverage for “income” and/or “rental income” ends; whichever is later.

Civil Authority coverage does not apply unless there is damage to property, other than property at the premises described in the “Declarations”, caused by a peril insured against. Civil Authority coverage also does not apply unless the action of civil authority is issued as a result of the damage to such other property. No coverage is provided when the facts and circumstances do not meet these requirements.

Extension of Coverage – Contingent Business Interruption

The Extension of Coverage for loss of “income” or “rental income” for Contingent Business Interruption under SECTION VIII (B)(5) also requires a partial or total “interruption of business” resulting directly from “loss” or damage to Building(s) or Business Personal Property of “dependent properties” from a peril insured against.

“Dependent property” means premises operated by others whom you depend on in any way for continuation of your normal business operations. The “dependent properties” are:

- a. Contributing Locations - premises you depend on as a source of materials or services that you need for your operations. Services does not include water, communication, power supply, or waste water removal properties;
- b. Recipient Locations - premises you depend on as a customer for your products or services;
- c. Manufacturing Locations - premises you depend on to manufacture products for your customers under contract or sale; or
- d. Leader Locations - premises you depend on to attract customers to your business.

“Interruption of business” for contingent business interruption means the period of time that your business is suspended. It begins with the date of direct “loss” or damage to the “dependent property” caused by a peril insured against and ends on the date when the “dependent property” should be repaired, rebuilt, or replaced with reasonable speed and similar quality.

Contingent Business Interruption does not apply unless a partial or total “interruption of business” results directly from “loss” or damage to Buildings or Business Personal Property of “dependent properties” from a peril insured against. No coverage is provided when the facts and circumstances do not meet these requirements.

Exclusions

If the facts and circumstances do not meet the requirements described above, no coverage is provided under the policy. Coverage under the policy, if applicable, also would be subject to other terms and conditions, as well as other limitations and exclusions contained in your policy and policy endorsements. Such exclusions may include, but are not limited to, **seizure or destruction of covered property by order of governmental authority**, and **“loss” or damage caused by discharge, dispersal, seepage, migration, release, or escape of “pollutants”**. Not all potentially applicable provisions and exclusion are capable of being addressed in this Notice. Coverage considerations depend on the particular facts and circumstances presented.